

JPA #91-94

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PRESCOTT VALLEY

A.G. Contract # 1R91-2562

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the TOWN OF PRESCOTT VALLEY, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the TOWN is empowered by A.R.S. Section 48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN,

NO. <u>16163</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/15/91</u>
<u>Richard H. Hohn</u> Secretary of State
By <u>Wm. J. Greenewald</u>

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain intersection improvements and/or modifications be made on the State Highway System in the TOWN. This work shall consist of the installation of traffic signals and/or highway lighting at the following location:

SR 69 at County Connector/Castle View
Milepost 288.68 - Town of Prescott Valley
69 YV 288 HX007 01C

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall advertise for bids and award a contract for the installation of the traffic signal on SR 69 at County Connector/Castle View, MP 288.68 in the TOWN.
2. The TOWN, will be responsible for any contractor claims for extra compensation attributable to the TOWN.
3. The STATE, upon completion of the work, shall reimburse the TOWN for 50%, not to exceed \$40,000, of the final construction and engineering costs on SR 69 at County Connector/Castle View.

4. The STATE will be responsible for any contractor claims for extra compensation attributable to the STATE.
5. This agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.
6. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.
7. The provisions of A.R.S. §35-214 are applicable to this Agreement.
8. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.
9. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.
10. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

JPA # 91-94
Construction - Prescott Valley

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
State Traffic Engineer

DATE: Aug 19, 1991

TOWN OF PRESCOTT VALLEY

BY: 

TITLE: Mayor

DATE: 8-8-91

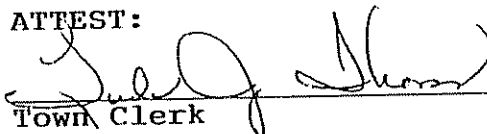
ATTEST:

Town Clerk

EXHIBIT "B"

APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the TOWN OF PRESCOTT VALLEY and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 30th day of July, 1991.

TOWN OF PRESCOTT VALLEY

BY:

F von Cegler

Town Attorney


CONSTRUCTION - TRAFFIC SIGNALS

Project 69 YV 288 HX007 01C

SR 69 at County Connector/Castle View - MP 288.68
TOWN OF PRESCOTT VALLEY

RESOLUTION

BE IT RESOLVED on this 22 day of July, that I, CHARLES E. COWAN, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with the TOWN OF PRESCOTT VALLEY for the installation of traffic signals and/or highway lighting justified by a signal warrant study. The TOWN will design and administer the project. The STATE shall reimburse the TOWN for 50% of the final construction and engineering costs not to exceed \$40,000 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.


CHARLES E. COWAN, Director
ARIZONA DEPARTMENT OF TRANSPORTATION